2. Each tender should be superscribed "Tender for collection and removal of big and small bamboos in the Kadur Division," and the same should be accompanied by a deposit of Rs. 50 in currency notes. The rate to be quoted should be per 1,000 bamboos in one or in all forests.

3. The District Forest Officer will be at liberty to accept or reject the lowest or any tender without assigning any reason therefor.

4. The tenders received will be submitted to the Conservator of Forests, Shimoga for approval.

5. Within 15 days from the date of intimation of the fact of approval, the successful tenderer shall pay the full lease amount on the minimum quantities fixed as above at the rates sanctioned or accepted together with local cess at one anna per rupee, railway cess at six pies per rupee and education cess at six pies per rupee, failing which the amount deposited or the whole amount paid already shall be forfeited to Government and the right resold at the risk of the original tenderer.

6. The lessee should sign the agreement binding himself to observe the following conditions and it should be executed within 15 days, from the date on which, the acceptance of the tender may be intimated to him; in default the money paid by him will be forfeited to Government and the right disposed of by resale at his risk as defined in para 5. The lessee shall not be allowed to enter the forest and cut bamboos until he has executed the agreement and paid the full amount.

*Conditions.*

(*a*) The bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a "permit to remove" is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) The lessee shall not cut bamboos outside the limits of the block to which the lease refers nor exploit immature clumps less than two years old.

(*c*) The lessee will be personally responsible for the acts of his agents, or servants or coolies in the business of collection and removal of bamboos and for preventing and cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) The lessee shall not sell the right purchased by him to other person or persons or appoint any agent or agents to work for him, without obtaining the previous permission in writing of the District Forest Officer.

(*e*) The lessee shall collect and remove the full quantity purchased from the limit of the forest before the end of June 1931. No permission will be granted for cutting and collection of bamboos after the 30th June 1931.

(*f*) The lessee shall accept the minimum quantity fixed in the notification as available in the block or area concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period, he will pay for the excess quantity at auction sale rates.

(*g*) The lessee shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) The lessee will be held responsible for the occurrence of any fire within the forest if there is sufficient ground for the Forest Department to suspect that it was caused by his negligence or by that of his employees.

(*i*) Neither the lessee nor his employees shall enter the forest either before sunrise or after sunset.

(*j*) The lessee shall, soon after the sale is confirmed, deposit Rs. 100 (one hundred only) as security for the due fulfilment of the conditions of the lease. In the event of the breach of any of the above conditions, the money deposited as security shall be forfeited to Government in whole or in parts as the Conservator of Forests may decide and the lease liable to be cancelled.

7. The sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise of the rights of the villagers.

S. VENKATAVARADIENGAR,
*District Forest Officer.*

## OFFICE OF THE DISTRICT FOREST OFFICER, KADUR DIVISION, CHIKMAGALUR.

*Notification dated 20th October* 1930.

Tenders are invited for the purchase of the exclusive right of collecting the Minor Forest Produce standing on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved Lands and Plantations up to 30th June 1932, in the undermentioned Taluks and Kavals of Kadur District, so as to reach the District Forest Officer, Kadur District, not later than 12 noon on 4th December 1930.

*N.B.*—Tenders may be given Talukwar, or unitwar as the case may be.

1. Koppa | 2. Mudgere

REMARKS.—Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals as well as village "Amaravi" which is sold separately by the Amildar in the Revenue Department.

Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavtana and other lands set apart for communal purposes :—

1. Hunse, 2. Mavu, 3. Seege, 4. Cocoaunt, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jali, 9. Honge seeds and leaves, 10. Byala.

*N.B.*—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

*Description of produce.*

| | | |
|---|---|---|
| Tamarind fruit | Kan cardamom | Chilldabija |
| Seege kayi | Mrsani buds | Chagachebija |
| Gum | Halmaddi | Guggala |
| Honey | Hulgal seeds | Nim seeds |
| Bees-wax | Cinnamon seeds | Cashewnut |
| Kapilarang | Vetehuli | Pappalichakke |
| Gerubija or marking nut | Bende fibre | Hippe seeds |
| Wood apple | Wild olive | Mango fruits |
| Lichens | Silk cotton | Kalluhuvu |
| Maradipoppu or charpoppu | Kirichal (State Forest) | Makliberu (State Forest) |
| Horns | Pith | Sogadeberu do |
| Hides | Linseed | Kakkekayi |
| Tarikayi | Bolar bark | Somechekke |
| Kanchagache | Pot stone | Lebi fruit |
| Gallnut | Rampatre or kanpatre | Inglara |
| Antavaladakai | Jungle saffron | Nili seeds |
| Guricharlue | Patanga | Nux-vomica |
| Wild castor seeds | Bones | |
| Kan pepper | Maddi | |

2. Each tender should be superscribed "Tender for the purchase of Minor Forest Produce," and should be accompanied by a deposit of Rs. 200 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the taluk in which he resides.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser.

5. The Conservator of Forests, Shimoga, reserves to himself the right to accept or reject the highest or any other tender without assigning any reasons therefor.

6. The names of accepted tenderers will be put up on the Notice Board of the Office the Conservator of Forests, Shimoga and this must be accepted as sufficient intimation of the fact.

7. Within three days of the acceptance of the tender, the purchaser shall pay into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. Within three days of the acceptance of the tender the successful tenderer shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer, on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, and the right resold, the defaulter being liable for any deficit, in three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

*Note.*—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Conservator of Forests and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

9. The balance of three-fourths of sale amount will be paid in three equal instalments as follows :—

| | | |
|---|---|---|
| First khist | on or before | 1st November 1930. |
| Second | do | 1st March 1931. |
| Third | do | 1st July 1931. |

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law in force for the time being. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sub-let it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in duplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

*Note.*—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1932, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

10. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, or the Conservator of Forests, Shimoga, as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

S. VENKATAVARADIENGAR,
*District Forest Officer.*